

## DATA PROTECTION ON DEMAND EVALUATION AGREEMENT

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1. Definitions.

All capitalized terms not defined in this Agreement or herein will have the meaning ascribed in the Terms of Service (herein defined).

“**Documentation**” shall mean all documentation related to the Services and necessary for you to access and use the Services in accordance with the access granted hereunder, that may be provided by Thales to you from time to time.

“**Evaluation**” shall mean the functional testing of the Solution in a non-production environment, by you, being enabled through the access to the Service granted to you for the Term of this Agreement (as hereinafter defined).

“**Service**” means the *Data Protection On Demand* service being accessed by you, as further described at [https://supportportal.gemalto.com/csm/?id=kb\\_article&sys\\_id=13b65dd5db295344d298728dae961944](https://supportportal.gemalto.com/csm/?id=kb_article&sys_id=13b65dd5db295344d298728dae961944) for the purpose of the Evaluation and for the Term of this Agreement.

“**Solution**” means the *Data Protection On Demand* Solution that enables provision of the Service to you, or to its authorized End Users, for the purpose of the Evaluation.

“**Term**” shall mean thirty (30) days unless otherwise agreed to by the parties.

“**Territory**” shall mean the territory where you are intending to use the Service.

2. Upon acceptance of this Agreement by you, the Contracting Entity as defined in Section 19 of the Terms of Service (“Thales”) shall grant to you, during the Term defined in this Agreement, a temporary, non-exclusive, non-transferable right to access to the Service on the Territory solely for the purpose of Evaluation. For clarity, this access grant is for your internal use only and extends only to you and your authorized End Users. Thales reserves the right to suspend or terminate you and your authorized End Users’ access to the Service at any time after the expiry of the Term.

3. By accepting the terms and conditions of this Agreement, you are agreeing to receive email communications from Thales regarding your Evaluation, your use of the Service, and how to obtain the Service after the expiration of the Term.

4. By accepting the terms and conditions of this Agreement, you are agreeing to abide by the Terms of Service available at: [https://supportportal.gemalto.com/csm/?id=kb\\_article&sys\\_id=712b5d91dbe95344d298728dae9619f0](https://supportportal.gemalto.com/csm/?id=kb_article&sys_id=712b5d91dbe95344d298728dae9619f0) as may be amended by Thales from time to time.

5. At the end of the Term, you may elect to purchase Data Protection on Demand from Thales or from a Thales-authorized Reseller. If you do not become a paying Data Protection on Demand customer, Thales will delete your Data Protection on Demand account and all information, keys, certificates, user material and/or any other data or information related to you or your End Users’ use of the Service, within sixty (60) days of expiry of the Term.

6. When you sign up for an Evaluation, Thales collects your personal information, including without limitation, name (first and last), mailing address, email address and telephone number. Thales retains this information and uses it for future marketing, promotional and publicity purposes related to any and all Thales products and services, including, but not limited to: (i) sending you direct e-mail marketing communications via e-mail, SMS, over the phone, through push notifications/pop-up banners, instant messaging, through an operator, and through social media pages; (ii) conducting market research and surveys; and (iii) other direct and indirect marketing efforts. If you want to request that your personal information be removed from Thales’s marketing lists please email [privacy@gemalto.com](mailto:privacy@gemalto.com).

7. EXCEPT AS EXPRESSLY PROVIDED IN THE SERVICE DESCRIPTION DOCUMENT, THE SERVICE IS PROVIDED TO YOU ON AN “AS IS” BASIS AND THALES GIVES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER TERMS OF ANY KIND IN RESPECT OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE OR NON-

INFRINGEMENT. THALES WILL NOT BE RESPONSIBLE FOR ANY INTERRUPTIONS, DELAYS, FAILURES OR NON-AVAILABILITY AFFECTING THE SERVICE OR THE PERFORMANCE OF ANY PRODUCTS OR SERVICES WHICH ARE CAUSED BY YOU OR THIRD PARTIES, OR ANY ERRORS OR BUGS IN SOFTWARE, HARDWARE, OR THE INTERNET ON WHICH THALES RELIES TO PROVIDE THE SERVICE, OR ANY THEFT OF YOUR ONLINE IDENTITY DUE TO SERVICE FAILURES, YOUR OWN NEGLIGENCE OR OTHERWISE. THALES MAKES NO WARRANTY THAT: THE SERVICES AND PRODUCTS WILL MEET THE CUSTOMER'S REQUIREMENTS; THE SERVICES AND PRODUCTS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; THE QUALITY OF ANY SERVICES OR PRODUCTS PURCHASED OR ACCESSIBLE BY THE CUSTOMER THROUGH THE SITE WILL MEET THE CUSTOMER'S EXPECTATIONS; ANY ERRORS IN THE SOFTWARE OBTAINED FROM OR USED THROUGH THE SITE, OR ANY DEFECTS IN THE SITE, ITS SERVICES OR PRODUCTS, WILL BE CORRECTED. WARRANTIES, IF ANY, WITH RESPECT TO ANY SOFTWARE SHALL ONLY APPLY AS EXPRESSLY SET FORTH IN THE APPLICABLE TERMS OF SERVICES. LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL FURTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE.

8. Support is provided on an as-available basis and is not guaranteed. Thales will make commercially reasonable attempts to contact users in the event of service disruptions or planned maintenance. In Thales's sole discretion, access to the Service may be subject to limitations, including, but not limited to, (i) number of services; (ii) number of users and groups; (iii) disk and service storage space limitations; and/or (iv) rate limits or throttling on calls to Thales APIs.

9. The Service may contain links to, or call the servers of, third party websites or services that are not under Thales's control ("Third Party Sites"). As such, Thales is not responsible for, and makes no express or implied warranties with regard to, the information, content or other material, products or services that are contained in or are accessible through, or the policies regarding the use and privacy of, Third Party Sites. Access to and use of Third Party Sites, including information, content, material, products, and services on such websites or available through such websites, is solely at your risk.

10. This Agreement is made pursuant to and shall be construed and enforced in accordance with the chart set forth in Section 19 of the Terms of Service.